



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: May 23, 2017

DATE: Friday, May 05, 2017

TO: Board of County Commissioners

FROM: Greg Herrera, Lieutenant, Special Operations Division
(775) 321-4940 gherrera@washoecounty.us

THROUGH: Chuck Allen, Sheriff

Susan Schelling

SUBJECT: Approve the Interlocal Agreement – Washoe County Sheriff RAVEN Helicopter Program and the Truckee Meadows Fire Protection District in the amount of [\$65,000] for the provision, when requested, of a helicopter or other aircraft and personnel from the date of execution by all parties to June 30, 2018. (All Commission Districts)

SUMMARY

Approval of an Interlocal Agreement – Washoe County Sheriff RAVEN Helicopter Program and the Truckee Meadows Fire Protection District [\$65,000] for the provision, when requested of a helicopter or other aircraft and personnel.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

June 28, 2016 – The Board Approved the Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office and Truckee Meadows Fire Protection District for the provision, when requested of a helicopter or other aircraft and personnel.

BACKGROUND

In 2007, the need for an airborne firefighting asset dedicated to the protection of Washoe County citizens and property was identified. Because the WCSO already owned an aircraft, the HH-1H "Huey" which was capable of fulfilling this mission, the Washoe County Board of County Commissioners and Board of Fire Commissioners appropriated the needed funds to purchase a belly mounted tank. The intent and desired outcome of that purchase was the development of a program in which the Huey could be employed as an initial attack asset on wildland fires within Washoe County and TMFPD. Since that time, RAVEN has participated in combating over 40 wildland fires. It has supported firefighting efforts for local as well as federal agencies, ensuring the safety, well-being

AGENDA ITEM # 5.I.2.

and quality of life for all resident of the District. The acceptance of this Agreement continues this partnership with our local fire districts ensuring they have a dedicated initial attach asset available to them for fire season.

FISCAL IMPACT

Actual fiscal impact is to be determined and may vary based upon fire call outs during FY 17/18, recommended budget is planned under RAVEN cost center 150720.

RECOMMENDATION

It is recommended that the Washoe County Board of County Commissioners approve the Interlocal Agreement – Washoe County Sheriff RAVEN Helicopter Program and the Truckee Meadows Fire Protection District in the amount of [\$65,000] for the provision, when requested, of a helicopter or other aircraft and personnel from the date of execution by all parties to June 30, 2018.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Interlocal Agreement – Washoe County Sheriff RAVEN Helicopter Program and the Truckee Meadows Fire Protection District in the amount of [\$65,000] for the provision, when requested, of a helicopter or other aircraft and personnel from the date of execution by all parties to June 30, 2018.

INTERLOCAL AGREEMENT
WASHOE COUNTY SHERIFF RAVEN HELICOPTER PROGRAM
AND THE
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD",

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire District is responsible for wildland fire monitoring and suppression within their areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire District can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the TMFPD desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire District's, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire District's respective lands all pose fire dangers at times and, therefore, the Fire District agrees to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2018.
2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default

within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, to TMFPD a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of TMFPD for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of TMFPD and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to TMFPD during the Fire Season.
2. The helicopter provided shall be configured as follows:
 - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
 - 10 seats, including pilot;
 - 2,500 pound card weight capacity; and
 - 300 gallons of water capacity.
 - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsible to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify TMFPD of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to TMFPD during the term of this Agreement and allow TMFPD representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on TMFPD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by TMFPD and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on TMFPD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. When TMFPD requests the use of a Helicopter it shall provide a helicopter manager, either a Qualified TMFPD employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If TMFPD is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the helicopter Manager, if provided by WCSO, shall be borne by TMFPD.

B. Operations

1. TMFPD shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no TMFPD helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although TMFPD may select a helicopter manager based on its own selection criteria, the TMFPD will consult with the WCSO regarding the Selection.

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. TMFPD may, at its, option designate alternate bases for temporary operation. TMFPD shall be responsible for the cost of flight time to and from the alternate base so designated.

3. TMFPD may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by TMFPD of the WCSO personnel and equipment designated in this Agreement pursuant to those

agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Chief Deputy of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a TMFPD request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the TMFPD and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the TMFPD responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the TMFPD requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available four (4) days per week, ten (10) hours per day. The duty hours will be coordinated with TMFPD to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the TMFPD requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall"

shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.

- d. Time Schedules: TMFPD and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to TMFPD Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by TMFPD, make an additional helicopter (OH-58) available to TMFPD for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. TMFPD may, at their discretion, request such additional aircraft on a call-when-needed basis when TMFPD' incident commanders request additional firefighting resources. TMFPD shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When TMFPD request's the availability of an observation helicopter and it is made available by the WCSO, TMFPD acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of TMFPD and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. TMFPD shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of

the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by TMFPD of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a TMFPD approved pre-season workshop.
4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for TMFPD, and Minden Dispatch centers within 30 minutes of commencement of daily operations.
2. This report shall include:
 - Status of RAVEN 3 (HH-1H, Huey)
 - Response posture, immediate or stand-by
 - Pilot name
 - Special status changes; i.e., location if not Reno-Stead Airport
 - Other available helicopters
 - Name of Helicopter Manager
3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:
 - Location and name of incident (Latitude and Longitude if available)
 - Command radio frequency
 - ICS ground contact
 - Call-up frequency if different from command frequency
 - Air-to-air frequency if other aircraft are operating
4. At TMFPD request, the WCSO personnel who participate in a response will attend any TMFPD meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, TMFPD will provide advance funding to the WCSO as follows:
 - a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of TMFPD is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: TMFPD does not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a TMFPD, TMFPD is solely responsible to reimburse the WCSO as follows:

- a. \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- b. \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of TMFPD, or is requested by TMFPD to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, TMFPD shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by TMFPD. TMFPD shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of TMFPD, TMFPD is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When TMFPD request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e, "standby" with a pager), TMFPD shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." TMFPD must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. TMFPD shall pay¾ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate

aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.

- d. TMFPD may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by TMFPD to respond to a fire, the requesting TMFPD is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. TMFPD shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to TMFPD in which the fuel truck is requested, the rates in this paragraph apply. These rates include fuel.
- f. If TMFPD is unable to provide a helicopter manager and WCSO provides one, TMFPD shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to TMFPD when requested of the WCSO Finance Liaison Officer.
- h. TMFPD shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** TMFPD Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and TMFPD shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and TMFPD shall be responsible for management of and the costs associated with TMFPD employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar

in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. **INSPECTION & AUDIT.**

A. Books and Records.

Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

B. Inspection & Audit.

Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. **LIABILITY OF PARTICIPATING AGENCIES**

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each Party agrees to indemnify, hold harmless and defend the other Party, its officers, employees and

agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the Party, its officers, employees and agents arising out of the performance of this Agreement. Each Party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

- B. Each participating Party shall be responsible for, and the other Party shall have no obligations with respect to the following:
1. Withholding income taxes, FICA or any other taxes or fees
 2. Industrial insurance
 3. Participation in any group insurance plans available to employees
 4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
 5. Accumulation of vacation leave or sick leave
 6. Unemployment compensation coverage provided by the participating agencies
- C. INDEMNIFICATION. Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the Parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither Party waives any right or defense to indemnification that may exist in law or equity. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each will assert the defense of sovereign immunity as appropriate in all cases. Each Party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement to include damages arising from mechanical or other defects with the equipment or vehicles. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

12. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

13. **FUNDING-OUT CLAUSE:** TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If TMFPD does not allocate funds to continue the function performed by the WCSO under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to TMFPD.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Bob Lucey, Chair

Date: _____

ATTEST:

County Clerk

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

By: _____
Bob Lucey, Chair

Date: _____

ATTEST:

County Clerk